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CERTIFIED COPY

I, Stacy Powell-Bennett, the undersigned affiant, certify and affirm that I have compared the attached copy with the original and have found the copy to be complete and identical in all respects to the original document.


Stacy Powell-Bennett

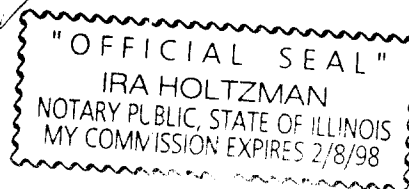
STATE OF ILLINOIS)

SS.

COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 5th day of April, 1995, by Stacy Powell-Bennett.


NOTARY PUBLIC



LEASE # OL-8062/SCHEDULE 1ASSIGNMENT OF LEASE - WITHOUT RECOURSE

TO: THE CIT GROUP/EQUIPMENT FINANCING, INC.
RE: Lease ~~Schedule~~ ~~XXXXXX~~ between SCOTT CO. OF CALIFORNIA, INC. as Lessee and undersigned,
dated 05/02/94, having aggregate unpaid rentals of \$829,522.76.

For value received undersigned ("Assignor") hereby sells, assigns, transfers and sets over to The CIT Group/Equipment Financing, Inc., its successors and assigns ("Assignee"), WITHOUT RECOURSE as to the financial ability of Lessee to pay, the annexed above-named Lease ("Lease"), together with all rental payments due and to become due thereunder, and all monies due and to become due in connection with the exercise by Lessee of an option, if any, to purchase the property described in the Lease.

Assignor also assigns to Assignee all of Assignor's rights and remedies under the Lease and any guaranty thereof, including the right to take, in Assignor's or Assignee's name, any and all proceedings, legal, equitable or otherwise, that Assignor might otherwise take, save for this Assignment.

As for security for all amounts due to Assignor under the Lease, and all other present and future indebtedness or obligations of Assignor to Assignee of every kind and nature whatsoever, Assignor hereby grants to Assignee a security interest in all property covered by and described in the Lease. Title to all such property shall remain in the Assignor and is not transferred to Assignee for any purpose.

Assignee shall have no obligation of Assignor as Lessor under the Lease.

Assignor warrants that: Assignor is the owner of the property described in the Lease free from all liens and encumbrances except the Lease; the Lease is the only document executed between lessor and lessee concerning the property described in the Lease; the Lease and any accompanying guaranties, waivers and/or other instruments are genuine and enforceable and are and will continue free from defenses, set-offs and counterclaims; all signatures, names, addresses, amounts and other statements and facts contained therein are true and correct; the aggregate unpaid rentals shown above is correct; the property has been delivered to lessee under the Lease on the date set forth below in satisfactory condition and has been accepted by lessee, and that Assignor will comply with all its warranties and other obligations with respect thereto; the Lease transaction conforms to all applicable laws and regulations; the Lease constitutes and will continue to constitute a valid reservation of unencumbered title to or first lien upon or security interest in the property covered thereby, effective against all persons; if filing, recordation or any other action or procedure is permitted or required by statute or regulation to perfect such reservation of title, lien or security interest, the same has been accomplished. If Assignor breaches any of the foregoing it will, upon Assignee's request, promptly repurchase the Lease for an amount equal to the unpaid rentals thereon, including accrued interest, plus any expenses of collection, repossession, transportation and storage incurred by Assignee, less any customary refund by Assignee of unearned charges. Assignor agrees that Assignee may in Assignor's name endorse all remittances received, and Assignor gives express permission to Assignee to release, on terms satisfactory to Assignee or by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to Lessee or any other persons obligated on the Lease or on any accompanying guaranty, or to agree to the substitution of a lessee, without notice to Assignor and without affecting Assignor's obligations hereunder. Assignor shall have no authority to, and will not, without Assignee's prior written consent, accept payments of rents or of option prices, repurchase or consent to the return of the property described in the Lease or modify the terms thereof or of any accompanying guaranty. Assignee's knowledge at any time of any breach of or non-compliance with any of the foregoing shall not constitute any waiver by Assignee. Assignor waives notice of acceptance hereof.

The property covered by the Lease was delivered to Lessee on 01/31/95.
Dated: 02/03/95

Lessor-Assignor:
AMPLICON, INC.

By: 
S. LESLIE JEWETT
CHIEF FINANCIAL OFFICER

S:WESTERN/FINANCING/SCOTTCO1.CIT